



TENDER NOTICE

ROC 043 (1) – FRAMEWORK ARRANGEMENT FOR THE REPAIR AND REPLACEMENT OF DOMESTIC ELECTRICAL APPLIANCES

Enquiries are sought from suitably qualified and experienced contractors in respect of a framework arrangement for the repair and replacement of Domestic Electrical Appliances at Shropshire Council sites. The contract will commence on 1 October 2011 and be in place for a period of up to 4 years.

The framework will consist of one or more contractors to undertake the Repair of Domestic Appliances as required in Council properties and those of other external clients in domestic appliance repair/replacement

Contractors wishing to be considered for inclusion in the framework arrangement will be required to complete and return a Tender Response Document by 12 August 2011 (12 noon).

The Tender Pack can be obtained on request by writing to the Procurement Manager, Commissioning & Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (email: procurement@shropshire.gov.uk), quoting reference ROC 043(1). 2 copies of the completed Document must be returned by the date and time indicated to the same address. The information given in the Tender Response Document shall form the basis for the selection of those contractors to form the required framework.

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Date as per email

Tel: (01743)

Fax: (01743) 255901

Please ask for:

Email: procurement@shropshire.gov.uk

Dear Sirs

**ROC 043 (1) – FRAMEWORK ARRANGEMENT FOR THE REPAIR & REPLACEMENT OF DOMESTIC APPLIANCES
SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions to Tenderers and Special Terms and Conditions
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Return Label
5. Map

Tenders should be made on the enclosed Tender Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions to Tenderers and Special Terms and Conditions'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 12 August 2011**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

PERSONAL INFORMATION

Tenders **cannot** be accepted if:

- Tenders are received by facsimilie or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743

Yours faithfully

Procurement Manager
Commissioning & Procurement
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**ROC 043 (1) – FRAMEWORK
ARRANGEMENT FOR THE REPAIR &
REPLACEMENT OF DOMESTIC
APPLIANCES**

**INSTRUCTIONS TO TENDERERS AND
SPECIAL TERMS AND CONDITIONS**

**ROC 043(1) – FRAMEWORK ARRANGEMENT FOR THE REPAIR AND REPLACEMENT
OF DOMESTIC APPLIANCES
SHROPSHIRE COUNCIL**

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INSTRUCTIONS TO TENDER

TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING CONDITIONS AND INSTRUCTIONS TO TENDER

TENDERS NOT COMPLYING WITH THESE CONDITIONS IN ANY ASPECT MAY BE REJECTED BY SHROPSHIRE COUNCIL WHOSE DECISION IN THIS MATTER SHALL BE FINAL

1.0 INVITATION

- 1.1 You are invited to tender to be part of a framework for the provision of domestic appliances to Shropshire Council. The framework will be for a period of 4 years commencing on 1 October 2011.
- 1.2 Tenders are to be submitted in accordance with the Specification Document and General Terms and Conditions herein.

2.0 TERMS AND CONDITIONS

- 2.1 Every Tender received by Shropshire Council ('the Council') shall be deemed to have been made subject to the Council General Terms and Conditions and the Special Terms and Conditions contained in these Instructions to Tender unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will form part of a framework of providers and will be required to provide tenders or quotes for individual requirements in accordance with the contract throughout the arrangement.

3.0 INSTRUCTIONS TO TENDERERS

- 3.1 All Tenders must be submitted on the appropriate Tender Response document(s) accompanying this Invitation to Tender, and must include in each case:-
 - (a) Form of tender, duly completed and signed. (See Tender Response Document)
 - (b) The Canvassing Certificate, duly completed and signed. (See Tender Response Document)
 - (c) The Collusive Tendering Certificate, duly completed and signed. (See Tender Response Document)
 - (d) Declaration of connection with officers or elected members of the Council (See Tender Response Document)
 - (e) Tender Schedule duly completed (See Tender Response Document)
 - (f) This Instructions to Tender document, duly signed on the final page

- 3.2 The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- 3.3 The Council is not bound to accept the lowest or any Tender, and will not refund any monies or expenses incurred in tendering.
- 3.4 All documents requiring a signature must be signed;
- (a) Where the Tenderer is an individual, by that individual;
 - (b) Where the Tenderer is a partnership, by two duly authorised partners;
 - (c) Where the Tenderer is a Company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

4.0 PREPARATION OF TENDERS

- 4.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their tenders.

5.0 INCLUSIONS IN CONTRACT

- 5.1 The Contract includes for all materials, labour, plant, equipment, handling of materials and plant, tools and appliances, and all other things necessary for the supply and delivery of the goods and services unless where specifically stated otherwise.

6.0 SPECIFICATION

- 6.1 The Tenderer is deemed to have made himself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his failure to comply with this requirement.
- 6.2 The Tenderer shall be deemed to have a thorough knowledge of the requirement by inspecting and taking due account of the specification, and by satisfying himself as to the accuracy of the data included before his Tender is submitted. The Tender should include sums to cover all liabilities in these respects.

7.0 CANVASSING

- 7.1 Any Tenderer who directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services shall be disqualified. The Canvassing Certificate must be completed and returned as instructed.

8. COLLUSIVE TENDERING

8.1 Any Tenderer who:

- (a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- (b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- (c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- (d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission;

Shall (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified. The Collusive Tendering Certificate must be completed and returned as instructed.

9.0 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 9.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process, may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 9.4 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

PERSONAL INFORMATION

- 9.5 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 9.6 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 9.7 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

10.0 AWARD CRITERIA

- 10.1 The Council is not bound to accept the lowest or any Tender.
- 10.2 The Award Criteria as set out in the separate document accompanying this invitation to tender.

11.0 TENDER SUBMISSION

- 11.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. **Tenders must be submitted by the deadline of noon, 12 August 2011. One hard copy and one CD copy of your tender must be submitted.**
- 11.2 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.
- 11.3 No unauthorised alteration or addition should be made to the Specification and Tender Response document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 11.4 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council’s decision on whether or not a Tender is acceptable will be final.
- 11.5 Any queries arising in relation to the Tender process should be raised with
Procurement Manager, Commissioning & Procurement, Shropshire Council,
Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND tel: 01743 (email:
procurement@shropshire.gov.uk).

11.6 Any queries of a technical nature should be raised with
Property Services, Shropshire Council Tel: 01743 email

11.7 All queries should be raised as soon as possible (in writing), in any event not later than 5 August 2011.

12.0 SUFFICIENCY OF TENDER

12.1 The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of the rates and prices stated by him in the tender which shall (except insofar as it is otherwise provided in the Contract) cover all his obligations under the Contract.

12.2 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw his Tender.

13.0 ACCEPTANCE OF TENDER

13.1 The Tender documentation including, the Specification and Requirements, the General and Special Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Authority will form a binding agreement between the Contractor and the Council.

13.2 Please note, if accepted onto the framework, the prices tendered by you will be used as a benchmark against the prices you quote/tender for electrical appliances. If it is found your quoted prices consistently exceed the range of prices tendered, you may be removed from the framework arrangement. Allowances will be made when benchmarking, for inflation and market conditions.

13.3 Please also note that the Council will monitor the quality of product and services delivered under the framework and reserve the right to remove any successful tenderer from the framework where they fail to meet reasonable standards in these areas.

13.4 All successful contractors accepted onto the framework will be required to supply to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.

13.5 The Tenderer shall be prepared to commence the provision of the necessary services on the Start Date of the contract being 1 October 2011.

14.0 PAYMENT TERMS

14.1 TENDERERS SHOULD PARTICULARLY NOTE that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing

strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

15.0 ACCEPTANCE OF THESE INSTRUCTIONS

15.1 You, as acknowledged by the signature of your authorised representative, accept these Instructions to Tender as creating a binding contract between yourself and the Council. You hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

16.0 VALUE OF CONTRACT

16.1 Shropshire Council cannot give any guarantee in relation to the value of the work awarded under this contract.

17. WARRANTY

17.1 The tenderer warrants that all the information given in their Tender is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

17.2 The tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions.

18. TENDERING COSTS

18.1 The Council will not be liable for any costs incurred by tenderers in the preparation or presentation of their tenders.

19. PARENT COMPANY GUARANTEE

19.1 It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company.

20. E PROCUREMENT

20.1 In part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Tenderers accepted onto the framework arrangements may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices,

payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

21. DECLARATION

21.1 I have read these Instructions to Tender and Special Terms and Conditions and agree to be bound by them.

Signed (1) _____ Status _____

(2) _____

(For and on behalf of _____)

Date _____



GENERAL TERMS AND CONDITIONS

FOR THE SUPPLY OF GOODS SERVICES AND WORKS

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These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix **“W” (Property Services contracts)** or **“Z” (Highways contracts)** will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

1. **DEFINITIONS**

1.1 In this document the following words shall have the following meanings:

'Agreement'	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
“Council Data”	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller.
"Council Software"	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software.
"Council System"	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services.
“Council Representative”	the representative appointed by the Council.
"Council"	means Shropshire Council.
“Commercially Sensitive Information”	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss.
“Confidential	any information, which has been designated as confidential by either

"Information"	Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") .
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services.
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services.
"Contractor System"	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System).
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor.
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998.
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998.
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998.
"EIR"	means the Environmental Information Regulations 2004 (as may be amended from time to time).
"Exempt Information"	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to

	FOIA (as set out therein).
“FOIA”	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause.
“FOIA notice”	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
“Form of Agreement”	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to.
“Goods”	means all goods specified in the Agreement.
“Hazardous Goods”	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000.
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable.
“Law”	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.
“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
“Packages”	includes bags, cases, cylinders, drums, pallets and other containers.
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998.
“Price”	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor.
“Public body”	as defined in the FOIA 2000.
'Purchase Order'	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to.

“Receiving Party”	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response.
“Regulatory Bodies”	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly.
“Request for Information”	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA.
"Security Policy"	the Council's security policy as updated from time to time.
“Services”	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
"Software"	Specially Written Software, Contractor Software and Third Party Software.
"Specially Written Software"	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement.
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services.
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales.
“Works”	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council.
‘Writing’	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

2. **GENERAL**

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or

orally, and any such other term or condition is hereby expressly excluded or waived.

- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

3.0 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

- 3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

- 4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement.
- 4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.
- 4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms.

5. PRICE AND PAYMENT

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.

- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.
- 5.4 Provided that a nominated employee or authorised signatory has signed for Goods or Services the Council will make payment to the Contractor within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services.
- 5.5 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.7 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6. DELIVERY

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.

- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

- 7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

8. INSPECTION

- 8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.
- 8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

9. REJECTION

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.

- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.
- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

10. TITLE - PASSING PROPERTY

- 10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.
- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held.
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative.
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.
- 10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency.

11. THE COUNCIL'S OBLIGATIONS

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) co-operate with the Contractor;

- b) provide the Contractor with any information reasonably required by the Contractor;
- c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
- d) comply with such other requirements as may be otherwise agreed between the parties.

11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.

12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

13. INDEMNIFICATION

13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents.

14. TERMINATION AND CANCELLATION

14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.

14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if.

- a) the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar

- days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
- b) the other party commits a material breach of this Agreement which cannot be remedied under any circumstances.
 - c) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect.
 - d) the other party ceases to carry on its business or substantially the whole of its business; or.
 - e) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

15. ANTI-BRIBERY AND CORRUPTION (W) (Z)

- 15.1 The Council may cancel the Agreement by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:
- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Agreement or any other Agreement with the Council; or
 - b) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or
 - c) committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- 16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

17. INDEPENDENT CONTRACTORS

- 17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

18. SEVERABILITY

- 18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

19. ASSIGNING AND SUB-CONTRACTING

- 19.1 The Contractor will not, without the written consent of the Council, assign or sub-contract its right or duties under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.
- 19.2 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.
- 19.3 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20. WAIVER

- 20.1 The failure by either party to enforce at any time or for any period any one or more of these General Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

21. HAZARDOUS GOODS

- 21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.

- 21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

22. NOTICES

- 22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND.
- 22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged.

23 CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
 - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
 - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement.
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
 - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)

- 23A.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 23A.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

24. COUNCIL DATA

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- a) Access to the system is restricted to Contractor Personnel with a legitimate

- b) need to access the Council Data; and
 - b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
 - c) Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
- 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council.
- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
- 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
 - 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25. **PROTECTION OF PERSONAL DATA**

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
- 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);

- 25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause;
- 25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
- 25.2.8 notify the Council (within five Working Days) if it receives:
 - a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;
- 25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
 - a) providing the Council with full details of the complaint or request;
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
 - d) providing the Council with any information requested by the Council;
- 25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to

verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

- 25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and
- 25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
 - a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
 - 26.1.1 to review the integrity, confidentiality and security of the Council Data;
 - 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
 - 26.3.1 all information requested by the Council within the permitted scope of the audit;
 - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance

of the Services;

26.3.3 access to Contractor Personnel

- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

27 PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W) (Z)

- 27.1 The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request.

28 INSURANCE

- 28.1 The Contractor shall maintain a comprehensive policy of Public Liability and Employers Liability insurance. In respect of its liability such insurance cover to be maintained and provide for a minimum of £5,000,000 (FIVE MILLION POUNDS). Cover in respect of death or personal injury due to negligence will be unlimited.
- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) and Professional Indemnity insurance of at least £1,000,000 (ONE MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

29 EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any

statutory modification or re-enactment thereof.

- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the following general duties imposed on local authorities by Section 71 of the Race Relations Act 1976 to eliminate unlawful racial discrimination and promote equality of opportunity and good relations between persons of different racial groups; Section 49A of the Disability Discrimination Act 1995 to eliminate unlawful discrimination and harassment of disabled persons that is related to their disabilities; to promote equality of opportunity between disabled persons and other persons; to take steps to take account of disabled persons' disabilities, to promote positive attitudes towards disabled persons; and by Section 76A of the Sex Discrimination Act 1975 to eliminate unlawful discrimination and harassment and promote equality of opportunity between men and women.
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Commission for Racial Equality and the Disability Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Commission for Racial Equality, Equal Opportunities Commission or Disability Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30 HUMAN RIGHTS (W) (Z)

- 30.1 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

31 HEALTH AND SAFETY AT WORK (Z)

- 31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

32 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the

FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
 - 32.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
 - 32.6.2 following consultation with the Contractor and having taken their views into account; provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.
- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
 - 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
 - 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party;
 - 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
 - a) confirm or deny that information is held by the other party, or
 - b) disclose information required to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause
 - 32.9.5 each party shall bear its own costs of:
 - a) assessing the application of any exemption under FOIA and/or
 - b) responding to any FOIA notice and/or
 - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
 - 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the

reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.

32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

33. SAFEGUARDING(W) (Z)

33.1 Where the work being undertaken in this Agreement allows access to premises locations or activities where there is a likelihood of coming into contact with children or vulnerable adults the Contractor must ensure that it follows the guidance of the Independent Safeguarding Council and the regulations relating to the Vetting and Barring Scheme to determine whether a Criminal Record Bureau check is required for employees or any person sub-contracted to carry out the work on behalf of the Contractor. If in any doubt the Contractor should discuss the matter further with the officer of the Council awarding the Contract and raise any concerns arising from disclosures.

33.2 Where the service requirement, specification or Purchase Order determines that a CRB check should be carried out the Contractor shall undertake CRB checks prior to the relevant employees or persons commencing work on the Services to be provided to the Council.

34 SUSTAINABILITY

34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy.

35 EXPIRY

35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

36 AUDIT AND MONITORING) (W) (Z)

36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

37. RIGHTS OF THIRD PARTIES

37.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Agreements (Rights of Third Parties) Act 1999.

38. ENTIRE AGREEMENT

- 38.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

39 FORCE MAJEURE

- 39.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

39.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

- 39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible

in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

- 39.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-

39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and

39.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

40 GOVERNING LAW AND JURISDICTION (W)

- 40.1 It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts.

41 COMPLAINTS PROCEDURE (W) (Z)

- 41.1 The Contactor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

41.1.1 is easy to access and understand;

41.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;

41.1.3 provides confidential record keeping to protect employees under this contract and the complainant;

41.1.4 provides information to management so that services can be improved;

41.1.5 provides effective and suitable remedies;

41.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback.

- 41.2 The Contactor shall ensure that:

41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint;

41.2.2 someone who is independent of the matter complained of carries out the investigation;

41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations;

41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint.

- 41.3 The Contactor will make its complaints procedure available on request.

- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint.

- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council.
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 **DISPUTES**

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute;
- 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice.

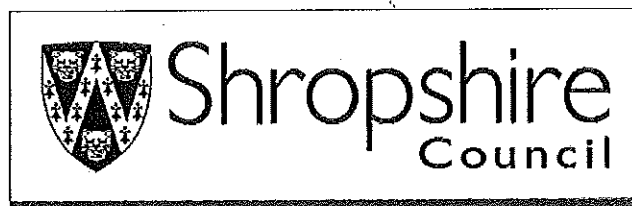
Additional definitions for clauses 43 and 44	
"Security Plan"	the Contractor's security plan prepared pursuant [<i>to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)</i>];
"Staff Procedures"	Vetting the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

43 **STAFFING SECURITY**

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 43.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan.

44 SECURITY REQUIREMENTS

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations.



Tender Response Document

ROC 043(1) – FRAMEWORK ARRANGEMENT FOR THE REPAIR & REPLACEMENT OF DOMESTIC APPLIANCES

Name of TENDERING
ORGANISATION
(please insert)

E. P. S. ELECTRICALS (WELLINGTON) LTD.

Shropshire Council Tender Response Document

Contract Description:

The contract will consist of a framework arrangement to undertake the repair and replacement of Domestic Appliances as required in Council properties and those of other external clients in domestic appliance repair/replacement.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND or via email quoting the contract reference to procurement@shropshire.gov.uk
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested a **copy must** accompany the **hard copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13
E	Health & Safety and Equal Opportunities	14
F	Contract Experience and References	21
G	Competency and Skills Level	23
H	Tender Schedule	24

Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed, however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q1 & 2	Outstanding Claims / County Court Judgements
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities

Section C Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Competency and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 60% (300 marks)		
Section H	Price (question 1)	300 max marks
Total for price		300 max marks
Quality 40% (200 marks)		
Section C	Proportion of business in this supply (question 2.2)	10 max marks
Section F	Qualifications of Individual/Proven Competency/References	130 max marks
Section G	Competency & Skills Level	20 max marks
Section H	Resources (questions 2.2, 2.3, 2.6 & 2.7)	40 max marks
Total for quality		200 max marks

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	

Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being 300. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

An Average Daywork Rate will be established
An average Overtime Rate will be established
The Materials Mark up will be noted
The Labour Mark up will be noted

The lowest in each of the above criteria will be awarded full marks for that Section; others will be awarded a pro rata mark based on the ratio of their rate to the lowest rate. The four section marks will then be totalised to provide marks for Cost.

The apportioning of the marks available for the Cost section will be as follows;

Daywork Rate – 70%
Overtime Rate – 10%
Materials Mark up – 10%
Labour Mark up – 10%

The overall marks will then be ranked

Section A:
1. Form of Tender

Form of Tender

Shropshire Council
Tender for ROC 043(1) Electrical Domestic Appliances

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the repair of Electrical Domestic Appliances at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name

Date 09-08-11

Designation

Company CPS ELECTRICALS (WELLINGTON) LTD.

Address 20, STATION ROAD

KETLEY

TELFORD

Post Code TF1 5AQ

Tel No 01952 242836

Fax No 01952 246405

E-mail address CPS LTD @ U.W. CLUB @ NET

Web address N/A

SHROPSHIRE COUNCIL
Legal & Democratic
17 AUG 2011
TENDER ROC 043(1)
SIGNATURE
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Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called "the Council")

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.

Signed (2) Status.

(For and on behalf of ... C.P.S. ELECTRICALS (WELLINGTON) LTD. ...)

Date 09-08-11

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:



Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	...	Status
Signed (2)	...	Status
(For and on behalf of ... <u>CPS ELECTRICALS (WELLINGTON) LTD.</u> ...)			
Date ... <u>09-08-11</u>			

Section B:
Applicant Organisation Details

1 Applicant Details		
1.1	<p>Name of contracting Company/Organisation: CPS ELECTRICALS LTD.</p> <p>Address: 20, STATION ROAD. KETLEY TELFORD.</p> <p>Postcode: TF1 5AQ</p> <p>Tel: 01952 242836</p> <p>Email: CPS LTD @ UW CLUB. NET</p>	
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: 8, BRIDGE ROAD HORSEHAM TELFORD.</p> <p>Postcode: TF4 2NF</p> <p>Company registration number: 890699.</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: ALAN GRAHAM PARTON</p> <p>Job title: DIRECTOR.</p> <p>Correspondence Address: 20, STATION ROAD KETLEY TELFORD.</p> <p>Postcode: TF1 5AQ</p> <p>Tel: 01952 242836</p> <p>Email: CPS LTD @ UW CLUB. NET</p>	
1.4	Type of Organisation (please tick all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	✓
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	

(g)	Public Sector Organisation	
1.5	Are you a Small or Medium Sized Enterprise (SME) *An SME can be defined as an enterprise which employs fewer than 250 people	YES/NO
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

2.	Company History/Background	
2.1	Date Company established: 31-10-1966	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company: Registered Name: Registered Address: Postcode: Registration Number:	

Section C: Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance (this is a mandatory requirement)	YES/NO <input checked="" type="radio"/> YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company <u>NIG</u></p> <p>Date policy taken out <u>08-03-11</u></p> <p>Expiry date of the policy <u>07-03-12</u></p> <p>Policy number/reference</p> <p>Conditions/Exceptions <u>NONE</u></p>	✓
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance (this is a mandatory requirement)	YES/NO <input checked="" type="radio"/> YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company <u>NIG</u></p> <p>Date policy taken out <u>08-03-11</u></p> <p>Expiry date of the policy <u>07-03-12</u></p> <p>Policy number/reference</p> <p>Conditions/Exceptions <u>NONE</u></p>	✓
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO <input checked="" type="checkbox"/> YES

2	Financial Details																				
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th colspan="3" style="text-align: center;"><u>Company</u></th> <th style="text-align: center;">Account s Enclosed</th> </tr> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;"><u>Turnover</u></th> <th style="text-align: center;"><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2007/08</td> <td style="text-align: center;">£.....</td> <td style="text-align: center;">£.....</td> <td style="text-align: center;">YES/NO</td> </tr> <tr> <td style="text-align: center;">2008/09</td> <td style="text-align: center;">£.</td> <td style="text-align: center;">£..</td> <td style="text-align: center;">YES/NO</td> </tr> <tr> <td style="text-align: center;">2009/10</td> <td style="text-align: center;">£.</td> <td style="text-align: center;">£..</td> <td style="text-align: center;">YES/NO</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08	£.....	£.....	YES/NO	2008/09	£.	£..	YES/NO	2009/10	£.	£..	YES/NO
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2009/10	£.	£..	YES/NO																		
2.2	<p>Please show below your company's turnover in the provision of electrical appliances in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;">Turnover in relation to electrical appliances</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2007/08</td> <td style="text-align: center;">£.....</td> </tr> <tr> <td style="text-align: center;">2008/09</td> <td style="text-align: center;">£</td> </tr> <tr> <td style="text-align: center;">2009/10</td> <td style="text-align: center;">£</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to electrical appliances	2007/08	£.....	2008/09	£	2009/10	£												
<u>Year</u>	Turnover in relation to electrical appliances																				
2007/08	£.....																				
2008/09	£																				
2009/10	£																				

✓
draft files

Section D:
Outstanding Claims and Contract Terminations

1. Outstanding Claims / County Court Judgements		
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 1.1 please provide further details.	

2. Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination. <div style="text-align: center; font-size: 1.2em;">N/A NONE</div>
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract. <div style="text-align: center; font-size: 1.2em;">N/A NONE</div>

Section E: Health & Safety and Equal Opportunities

1. Health & Safety at Work		
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input type="checkbox"/></p>	<p>YES/NO</p> <p>(4 Emp.)</p>
1.2	<p>Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group & CHAS Accreditation</p>	<p>YES/NO</p> <p>✓</p>
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed: 16.06.12.</p>	<p>✓</p>

	Please tick here if a copy of certificate attached <input checked="" type="checkbox"/>	
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	YES/NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES/NO
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)	
1.8	Do you have a health and safety training programme for employees?	YES/NO
1.9	If YES to 1.8 please state what training has been given.	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO
1.11	Does your company have a recognised health & safety management system? Please give details below:	YES/NO <input checked="" type="checkbox"/>

1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" data-bbox="427 304 1007 472"> <thead> <tr> <th colspan="2" data-bbox="815 271 943 304">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="437 315 810 387">No. of accidents reported under RIDDOR last year</td> <td data-bbox="815 315 999 387">NONE</td> </tr> <tr> <td data-bbox="437 394 810 465">No. of accidents reported under RIDDOR this year</td> <td data-bbox="815 394 999 465">NONE</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	NONE	No. of accidents reported under RIDDOR this year	NONE
Total							
No. of accidents reported under RIDDOR last year	NONE						
No. of accidents reported under RIDDOR this year	NONE						
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p>	YES/NO					
1.14	Will you be using any sub contractors as part of this contract?	YES/NO					
1.15	If YES to 1.14 please give details of who your sub contractors are.						
1.16	If YES to 1.14 how do you ensure they are competent?						
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>	✓					

1.18	<p>Do you provide Asbestos Awareness Training to your employees, appropriate to their role within the Company, which is in accordance with United Kingdom Asbestos Training Association (UKATA) Category 3 requirements? If so, please provide evidence</p> <p style="text-align: center;">NO</p>

2 Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <p>- UK/EU equalities and discrimination legislation includes:- - Sex Discrimination Act 1975</p>

Enclosed

reflected

	<ul style="list-style-type: none"> - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 	
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <div style="background-color: black; width: 100px; height: 100px; margin-left: auto; margin-right: 0;"></div>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	YES/NO
2.6	If YES to 2.5, please give details.	

2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input type="checkbox"/></p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p>	

2.10	Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5. <p style="text-align: right;">Confirmed</p>	YES/ NO
------	--	--------------------

Section F:
Contract Experience and References

Contract Experience and References

Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.

	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From - To)
1.1			?	REPAIRS TO DOMESTIC APPLIANCES	OCT-2007
1			?	REPAIRS TO DOMESTIC & COMMERCIAL APPLIANCES	? - 09-08-11
2			?	AS ABOVE	? - 09-08-11
3			?	"	?
4					
5					
6					
7					
8					
9					
10					

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required works</p> <p>WE A COMPANY FORMED OCT. 1966 TO CARRY OUT SALES SERVICE INSTALLATION OF DOMESTIC & COMMERCIAL LAUNDRY AND KITCHEN EQUIPMENT.</p>
2.2	<p>How many years has your Company been providing Electrical Domestic Appliances?</p> <p>46 YEARS</p>
2.3	<p>Please provide details of the individuals who will be involved in undertaking this supply, this should include their relevant qualifications and experience</p> <p> </p> <p>(</p>

Section G: Competency and Skills Level

#	Competency										
1.1	Please confirm and provide details of your proven competency in the supply of electrical servicing of domestic appliances										
1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. (e.g. relevant ISO equivalent) or EU Equivalent.										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name of Awarding Organisation/Body</th> <th style="width: 15%;">Registration Number</th> <th style="width: 30%;">Name of Quality Assurance System</th> <th style="width: 10%;">Date Achieved</th> <th style="width: 15%;">Date of Expiry/Renewal</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal					
Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal							
	Please provide copies of the certificates you have given above or other proof of the qualifications.										
	Enclosed <input checked="" type="checkbox"/> YES/ <input type="checkbox"/> NO										

Section H: Tender Schedule

1.	Pricing Schedule								
1.1	<p>Please confirm which of the following value of work you wish to be considered for: (Please note: The Contractor must be capable of covering works within the whole range of values listed below)</p> <p>A) Repair of Domestic Appliances tick as appropriate</p> <p>£0 - £9,999 per contract <input checked="" type="checkbox"/></p> <p>£10,000 - £30,000 per contract <input type="checkbox"/></p> <p>Please indicate minimum value of work you wish to tender for £.....</p> <p>B) Day work Rates</p> <p>Day work rates per hour:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">£</th> <th>Operatives trade</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"> </td> <td> </td> </tr> </tbody> </table> <p>Overtime rates per hour:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">£</th> <th>Operatives trade</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"> </td> <td> Supervisor Engineer <i>N/A</i> Other </td> </tr> </tbody> </table> <p>Materials % Sub contractors <i>N/A</i> %</p> <p>Please indicate the period for which these rates will be fixed... years</p>	£	Operatives trade			£	Operatives trade	SupervisorEngineer <i>N/A</i>Other
£	Operatives trade								
£	Operatives trade								
SupervisorEngineer <i>N/A</i>Other								

2	Tender Specification Response
2.1	<p>Shropshire Council will award a single contractor to undertake this work. Accordingly, please give details of how you propose to ensure that you give county-wide coverage</p> <p>WE HAVE [REDACTED] TIME-ENG-WEARS CARRYING OUT SERVICE TO THE COUNTY</p> <p>YOUS CARRY A LARGE ASSORTMENT OF SPADES FOR MOST MODELS OF APPLIANCES HELD BY SHROPSHIRE COUNCIL</p>

2.2	<p>Please give below evidence of your experience in repairing commercial and domestic washing machines, tumble dryers and dishwashers. Give details of any particular manufacturers and/or products for which your staff hold appropriate certificates for carrying out repairs. (Please enclose copies of these certificates)</p> <p>46 YRS OF CARRYING OUT SUPPLY INSTALLATION OF MIELE COMMERCIAL & DOMESTIC APPLIANCES WE ATTEND NUMEROUS COURSES AT MIELE AND ARE AUTHORISED SALES & SERVICE COMPANY</p>
2.3	<p>Have all or some members of your Company staff been through the CRB (Criminal Records Bureau) checking process</p> <p>All YES/NO</p> <p>Some YES/NO</p> <p>If yes please enclose details</p>

<p>2.4</p>	<p>The County is divided into 3 geographic areas (see attached map)</p> <p>Please indicate which areas you wish to be considered for:</p> <p>All North Central South</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>
<p>2.5</p>	<p>Total number of employees:</p>
<p>2.6</p>	<p>Total number of employees engaged solely in the provision of electrical domestic appliances?</p>



Tender Response Document

ROC 043(1) – FRAMEWORK ARRANGEMENT FOR THE REPAIR & REPLACEMENT OF DOMESTIC APPLIANCES

Name of TENDERING
ORGANISATION
(please insert)

Plyanemca Limited t/a Bradshaw

Shropshire Council Tender Response Document

Contract Description:

The contract will consist of a framework arrangement to undertake the repair and replacement of Domestic Appliances as required in Council properties and those of other external clients in domestic appliance repair/replacement.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND or via email quoting the contract reference to procurement@shropshire.gov.uk
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested a **copy must** accompany the **hard copy** of your Tender Response Document.

Contents

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A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13
E	Health & Safety and Equal Opportunities	14
F	Contract Experience and References	21
G	Competency and Skills Level	23
H	Tender Schedule	24

Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed, however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q1 & 2	Outstanding Claims / County Court Judgements
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities

Section C Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Competency and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 60% (300 marks)		
Section H	Price (question 1)	300 max marks
Total for price		300 max marks
Quality 40% (200 marks)		
Section C	Proportion of business in this supply (question 2.2)	10 max marks
Section F	Qualifications of Individual/Proven Competency/References	130 max marks
Section G	Competency & Skills Level	20 max marks
Section H	Resources (questions 2.2, 2.3, 2.6 & 2.7)	40 max marks
Total for quality		200 max marks

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	

Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being 300. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

An Average Daywork Rate will be established
An average Overtime Rate will be established
The Materials Mark up will be noted
The Labour Mark up will be noted

The lowest in each of the above criteria will be awarded full marks for that Section; others will be awarded a pro rata mark based on the ratio of their rate to the lowest rate. The four section marks will then be totalised to provide marks for Cost.

The apportioning of the marks available for the Cost section will be as follows;
Daywork Rate – 70%
Overtime Rate – 10%
Materials Mark up – 10%
Labour Mark up – 10%

The overall marks will then be ranked

Section A: 1. Form of Tender

Form of Tender

Shropshire Council

Tender for ROC 043(1) Electrical Domestic Appliances

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the repair of Electrical Domestic Appliances at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.. ..

Date ... 10/08/2011

Designation

Company ... PLYANEM A LTD c/o BRADSHAW

Address ... BRADSHAW BUILDING, ST DAVIDS COURT, WYNDHAM ROAD
..... CLEVEDON

Post Code ... BS21 6UP

Tel No ... 01275 343000

Fax No ... 01275 343454

E-mail address ..

Web address ... www.bradshaw.co.uk

✓

SHROPSHIRE COUNCIL
Legal & Democratic
12 AUG 2011
TENDER No ROC 043(1)
SIGNATURES
J Gale
Broome

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called "the Council")

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status:

Signed (2) Status.....

(For and on behalf of PLIANEMCA LTD e/a BRANSHAW.....)

Date 10/02/2011.....



Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called "the Council")

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.

Signed (2) Status.....

(For and on behalf of PLATANENCA LTD t/a BRIMSHAW.....)

Date 10/08/2011.....



Section A:
4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

✓

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status
Signed (2)	Status
(For and on behalf of <u>PLANTAGUCCIA LTD</u> t/c <u>BRUNSHAW</u>)	
Date <u>10/08/2011</u>	

✓

Section B: Applicant Organisation Details

1.	Applicant Details	
1.1	<p>Name of contracting Company/Organisation: Plyanemca Limited t/a Bradshaw</p> <p>Address: Bradshaw Group Building St Davids Court, Windmill Road Clevedon Postcode BS21 6UP:</p> <p>Tel: 01275 343000</p> <p>Email:</p>	
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: 135 High Street, Crawley, West Sussex,</p> <p>Postcode: RH10 1DQ</p> <p>Company registration number:</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name:</p> <p>Job title:</p> <p>Correspondence Address: Bradshaw Building, St Davids Court, Windmill Road Clevedon</p> <p>Postcode: BS21 6UP</p> <p>Tel: 07738 890543</p> <p>Email:</p>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	✓ x
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	

1.5	<p>Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES/NO</p> <p>YES/NO</p>
-----	---	--

2.	Company History/Background	
2.1	Date Company established: 2004	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	

Section C:

Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance (this is a mandatory requirement)	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company ...QBE Insurance Ltd</p> <p>Date policy taken out ...26th July 2011</p> <p>Expiry date of the policy ...25th July 2012</p> <p>Policy number/reference ..</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance (this is a mandatory requirement)	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company ...QBE Insurance Ltd</p> <p>Date policy taken out ...26th July 2011</p> <p>Expiry date of the policy ...25th July 2012</p> <p>Policy number/reference .</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO



2.	Financial Details																				
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1" data-bbox="295 757 1385 1160"> <thead> <tr> <th colspan="3" data-bbox="295 757 1225 857"><u>Company</u></th> <th data-bbox="1233 757 1385 857">Account s Enclosed</th> </tr> <tr> <th data-bbox="295 869 443 947"><u>Year</u></th> <th data-bbox="451 869 850 947"><u>Turnover</u></th> <th data-bbox="858 869 1225 947"><u>Profit(Loss)</u></th> <th data-bbox="1233 869 1385 947"></th> </tr> </thead> <tbody> <tr> <td data-bbox="295 958 443 1014">2007/08</td> <td data-bbox="451 958 850 1014"></td> <td data-bbox="858 958 1225 1014"></td> <td data-bbox="1233 958 1385 1014">YES/NO ✓</td> </tr> <tr> <td data-bbox="295 1025 443 1081">2008/09</td> <td data-bbox="451 1025 850 1081"></td> <td data-bbox="858 1025 1225 1081"></td> <td data-bbox="1233 1025 1385 1081">YES/NO ✓</td> </tr> <tr> <td data-bbox="295 1093 443 1149">2009/10</td> <td data-bbox="451 1093 850 1149"></td> <td data-bbox="858 1093 1225 1149"></td> <td data-bbox="1233 1093 1385 1149">YES/NO ✓</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08			YES/NO ✓	2008/09			YES/NO ✓	2009/10			YES/NO ✓
<u>Company</u>			Account s Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
2007/08			YES/NO ✓																		
2008/09			YES/NO ✓																		
2009/10			YES/NO ✓																		
2.2	<p>Please show below your company's turnover in the provision of electrical appliances in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="395 1485 1284 1832"> <thead> <tr> <th data-bbox="395 1485 544 1597"><u>Year</u></th> <th data-bbox="552 1485 1284 1597">Turnover in relation to electrical appliances</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 1608 544 1664">2007/08</td> <td data-bbox="552 1608 1284 1664"></td> </tr> <tr> <td data-bbox="395 1675 544 1731">2008/09</td> <td data-bbox="552 1675 1284 1731"></td> </tr> <tr> <td data-bbox="395 1742 544 1832">2009/10</td> <td data-bbox="552 1742 1284 1832"></td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to electrical appliances	2007/08		2008/09		2009/10													
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2007/08																					
2008/09																					
2009/10																					

Section D:
Outstanding Claims and Contract Terminations

1. Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation? YES/NO
1.2	If YES to 1.1 please provide further details.

2. Contract Terminations/Deductions	
2.1	<p>Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.</p> <p style="text-align: center;">Not Applicable</p>
2.2	<p>Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.</p> <p style="text-align: center;">Not Applicable</p>

Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	<p>YES/NO</p> <p>✓</p>
1.2	<p>Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group & CHAS Accreditation</p>	<p>YES/NO</p> <p>✓</p>
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: Safe Contractors</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed: January 2012</p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/></p>	

1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	YES /NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES/ NO
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <p>Please see example documents attached</p>	
1.8	Do you have a health and safety training programme for employees?	YES/ NO ✓
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>Training is provided on an ongoing basis as and when required</p>	
1.10	<p>Does your company monitor:</p> <p>(a) Accidents</p> <p>(b) Ill health caused by work</p> <p>(c) Health & Safety Performance</p>	<p>YES/NO ✓</p> <p>YES/NO</p> <p>YES/NO</p>
1.11	<p>Does your company have a recognised health & safety management system?</p> <p>Please give details below:</p> <p>It is the policy of the Plyanemca Group (the Group) to comply with the terms of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1992, and all other relevant statutory provisions subject only to such exceptions and qualifications as are provided in the legislation.</p>	

1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;">No. of accidents reported under RIDDOR last year</td> <td style="width: 50%; text-align: center;">0</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	0
Total							
No. of accidents reported under RIDDOR last year	0						
No. of accidents reported under RIDDOR this year	0						
1.13	<p>Does your company consult with employees on health and safety? If YES, please give details below.</p> <p>Please see attached documents</p>	YES/NO					
1.14	Will you be using any sub contractors as part of this contract?	YES/NO					
1.15	<p>If YES to 1.14 please give details of who your sub contractors are. We have various subcontractors based in strategic locations throughout the country</p>						
1.16	<p>If YES to 1.14 how do you ensure they are competent? As approved and audited members of the Safe Contractor and Construction Line schemes. All employees are suitably trained for the tasks undertaken and subcontractors are fully assessed and vetted for competency and ability to undertake specific tasks as required.</p>						
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>						

	Safe Contractor, British Health& Safety Council, Jordons H&S Management
1.18	<p>Do you provide Asbestos Awareness Training to your employees, appropriate to their role within the Company, which is in accordance with United Kingdom Asbestos Training Association (UKATA) Category 3 requirements? If so, please provide evidence</p> <p>No This is not necessary for the service & repair of appliances</p>

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p>	<p>Enclosed YES/NO ✓</p>

	<ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 	
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p>Plyanemca Ltd. Trading as Bradshaw Microwave, Bradshaw Appliances and Bradshaw Service is an equal opportunities employer; we will "treat all individuals fairly and impartially, without prejudice, and never tolerate harassment in any form" and are committed to a policy of equal opportunities in all areas of the organisation. It is the Company's policy to ensure that all job applicants and employees are treated fairly on merit regardless of their sex, sexual orientation, marital status, age, physical characteristics, religion, race, colour, nationality, national or ethnic origin or disability (referred to in this Policy, as race, sex or disability).</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	YES NO

2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="" type="checkbox"/></p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>1. As an equal opportunities employer, the Company recognises the need for continuous action and improvement to promote equality of opportunity. Every manager and employee has a personal responsibility to implement this Policy.</p> <p>2. The Policy applies to the advertisement of jobs, recruitment and appointment to them, training, conditions of work, pay, promotion and to every other aspect of employment.</p> <p>3. The Company requires that its suppliers and customers be treated consistently with this Policy.</p> <p>4. Decisions in the areas of recruitment, training and promotion will be made only by reference to the requirements of the job and shall not be influenced by any consideration of race, sex or disability. Managers and Staff involved in recruitment, should where necessary request additional training or guidance if they have any doubts about the application of this Policy.</p> <p>5. Complaints about or reports of discriminatory conduct should be made in writing to your line manager. Alternatively such complaints and reports may be made directly to the Managing Director if this is more appropriate.</p> <p>6. Any employee who is found to have harassed, threatened or treated any other employee less favourably on the grounds of race, sex or disability will be subject to the Company's Disciplinary procedure. In serious cases such conduct will constitute gross misconduct and, as such, may result in summary dismissal.</p> <p>7. Malicious and unfounded allegations of discriminatory conduct will also be subject to disciplinary proceedings against the complainant.</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p>	

	Any acts of discrimination will be investigated; these will include, for example, discrimination in selecting for recruitment, promotion or training, refusing to work with or for a person because of his or her race, sex or disability and harassment of any employee.	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	YES/NO

Section F: Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1			Open	Service & repair of domestic appliances	01/08/2009 – to date
2			Open	Service & repair of domestic appliances	2008-2010
3			Open	Service & repair of domestic appliances	2001 - 2009
4			Open	Service & repair of domestic appliances	As required
5					
6					
7					
8					
9					
10					

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required works</p> <p>Bradshaw specialises in the distribution of appliances to the kitchen specialist market. We exclusively distribute ATAG in the UK and our own Elements refrigeration brand. We also supply luxury brands Amana, A-Line, Vittoria, Gaggenau, ATAG, Maytag, Liebherr, Steel Cuisine, and most recently, Fisher & Paykel and California Grill by Lynx. To compliment our appliances we sell Hillmark appliance cleaners.</p> <p>Bradshaw Service With over 30 years experience, Bradshaw's 24/7 nationwide repair and service operation means you can have complete peace of mind when you buy from us. We offer a full range of services including over 10,000 spare parts and accessories.</p> <p>Our experience is shown above within the references provided</p>
2.2	<p>How many years has your Company been providing Electrical Domestic Appliances?</p> <p>Over 30 years (company renamed in 2004 Plyanemca Limited t/a Bradshaw)</p>
2.3	<p>Please provide details of the individuals who will be involved in undertaking this supply, this should include their relevant qualifications and experience</p>

Section G: Competency and Skills Level

1.	Competency				
1.1	<p>Please confirm and provide details of your proven competency in the supply of electrical servicing of domestic appliances</p> <p>Bradshaw have been providing nationwide service & repair of commercial catering equipment and domestic appliances since 1971</p> <p>Members of Safe Contractor Construction Line Altius</p>				
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. (e.g. relevant ISO equivalent) or EU Equivalent.</p>				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal
			ISO9001:2008	25/04/1997	25/04/2012
	Please provide copies of the certificates you have given above or other				



proof of the qualifications.	Enclosed YES/NO ✓
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Section H: Tender Schedule

1.	Pricing Schedule																
1.1	<p>Please confirm which of the following value of work you wish to be considered for: (Please note: The Contractor must be capable of covering works within the whole range of values listed below)</p> <p>A) Repair of Domestic Appliances tick as appropriate</p> <p>£0 - £9,999 per contract YES <input checked="" type="checkbox"/></p> <p>£10,000 - £30,000 per contract YES <input checked="" type="checkbox"/></p> <p>Please indicate minimum value of work you wish to tender for £.....</p> <p>B) Day work Rates</p> <p>Day work rates per hour:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30%;"></td><td>Operatives trade</td></tr> <tr><td></td><td>.....Supervisor</td></tr> <tr><td></td><td>.....Engineer</td></tr> <tr><td></td><td>.....Other</td></tr> </table> <p>Overtime rates per hour:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30%;"></td><td>Operatives trade</td></tr> <tr><td></td><td>.....Supervisor</td></tr> <tr><td></td><td>.....Engineer</td></tr> <tr><td></td><td>.....Other</td></tr> </table> <p>Materials % Sub contractors..... %</p> <p>Please indicate the period for which these rates will be fixed..... years</p>		Operatives trade	Supervisor	Engineer	Other		Operatives trade	Supervisor	Engineer	Other
	Operatives trade																
Supervisor																
Engineer																
Other																
	Operatives trade																
Supervisor																
Engineer																
Other																

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2.	Tender Specification Response
2.1	<p data-bbox="268 387 1385 459">Shropshire Council will award a single contractor to undertake this work. Accordingly, please give details of how you propose to ensure that you give county-wide coverage</p> <p data-bbox="268 589 1433 660">Bradshaw have a comprehensive network of established independent engineers based in strategic locations through out the United Kingdom.</p>

2.2	<p>Please give below evidence of your experience in repairing commercial and domestic washing machines, tumble dryers and dishwashers. Give details of any particular manufacturers and/or products for which your staff hold appropriate certificates for carrying out repairs. (Please enclose copies of these certificates)</p> <p>Bradshaw have been an importer of products & acting as UK agent and service provider for the following manufacturers since 1994</p> <p>Amana Maytag Asko Samsung A-Line Panasonic LG</p>
2.3	<p>Have all or some members of your Company staff been through the CRB (Criminal Records Bureau) checking process</p> <p>All YES/NO</p> <p>Some YES/NO</p> <p>If yes please enclose details</p>

2.4	<p>The County is divided into 3 geographic areas (see attached map)</p> <p>Please indicate which areas you wish to be considered for:</p> <p>All North Central South</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>
2.5	<p>Total number of employees: <input type="checkbox"/></p>
2.6	<p>Total number of employees engaged solely in the provision of electrical domestic appliances? <input type="checkbox"/></p>

CPS Electricals Ltd
20 Station Road
Ketley
Telford
TF1 5AQ

Shropshire Council
Facilities Management
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 22 August 2011
My ref: ROC 043(1)
Your ref:

Dear Mr Parton

ROC 043(1) – FRAMEWORK ARRANGEMENT FOR THE REPAIR AND REPLACEMENT OF DOMESTIC APPLIANCES TO SHROPSHIRE COUNCIL FOR A PERIOD OF UP TO 4 YEARS COMMENCING ON 1 OCTOBER 2011

VALUE BAND:
GEOGRAPHICAL AREA: ALL AREAS

I confirm that your tender relating to the above framework has been accepted for the above value band and geographical area.

The information provided by the invitation to tender documentation and your tender response will form the basis of the framework arrangement.

Accordingly you are accepted as one of the approved Contractors for the value band and geographical area listed above and will be invited to compete for individual projects during the duration of the framework.

Please note that Shropshire Council cannot commit to any particular level of expenditure against this framework arrangement.

This framework is subject to the General Terms and Conditions of Shropshire Council together with our invitation to tender documentation, copies of which you have already received and your tender response.

Yours faithfully

Facilities Management Group

Plyanemca Limited t/a/ Bradshaw
Bradshaw Group Building
St David's Court
Windmill Road
Clevedon
BS21 6UP

Shropshire Council
Facilities Management
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 22 August 2011
My ref: ROC 043(1)
Your ref:

Dear Mr Marks

ROC 043(1) – FRAMEWORK ARRANGEMENT FOR THE REPAIR AND REPLACEMENT OF DOMESTIC APPLIANCES TO SHROPSHIRE COUNCIL FOR A PERIOD OF UP TO 4 YEARS COMMENCING ON 1 OCTOBER 2011

VALUE BAND:
GEOGRAPHICAL AREA: ALL AREAS

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Yours faithfully

Facilities Management Group

